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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

THE REYNOLDS AND REYNOLDS
COMPANY,

Plaintiff,

v.

BLUE SKY PRINTING AND
PROMOTIONAL, INC.,

Defendant.

Case No. 5:22-cv-01535-JGB-DTBx

Judge: Jesus G. Bernal

~~[PROPOSED]~~ STIPULATED
PROTECTIVE ORDER

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution and defense of this action is

1 warranted. Such confidential and proprietary materials and information consist of,
2 among other things, confidential business or financial information, information
3 regarding confidential business practices, or other confidential research,
4 development, or commercial information, information otherwise generally
5 unavailable to the public, or which may be privileged or otherwise protected from
6 disclosure under state or federal statutes, court rules, case decisions, or common
7 law. Accordingly, to expedite the flow of information, to facilitate the prompt
8 resolution of disputes over confidentiality of discovery materials, to adequately
9 protect information the parties are entitled to keep confidential, to ensure that the
10 parties are permitted reasonable necessary uses of such material in preparation for
11 and in the conduct of trial, to address their handling at the end of the litigation, and
12 serve the ends of justice, a protective order for such information is justified in this
13 matter. It is the intent of the parties that information will not be designated as
14 confidential for tactical reasons, and that nothing be so designated without a good
15 faith belief that it has been maintained in a confidential, non-public manner, and
16 there is good cause why it should not be part of the public record of this case.

17 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
18 SEAL

19 The parties further acknowledge, as set forth in Section 12.3, below, that this
20 Stipulated Protective Order does not entitle them to file confidential information
21 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
22 and the standards that will be applied when a party seeks permission from the Court
23 to file material under seal.

24 There is a strong presumption that the public has a right of access to judicial
25 proceedings and records in civil cases. In connection with non-dispositive motions,
26 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
27 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
28 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics*,

1 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
 2 require good cause showing), and a specific showing of good cause or compelling
 3 reasons with proper evidentiary support and legal justification, must be made with
 4 respect to Protected Material that a party seeks to file under seal. The parties' mere
 5 designation of Disclosure or Discovery Material as CONFIDENTIAL or
 6 CONFIDENTIAL - ATTORNEYS' EYES ONLY does not— without the
 7 submission of competent evidence by declaration, establishing that the material
 8 sought to be filed under seal qualifies as confidential, privileged, or otherwise
 9 protectable—constitute good cause.

10 Further, if a party requests sealing related to a dispositive motion or trial, then
 11 compelling reasons, not only good cause, for the sealing must be shown, and the
 12 relief sought shall be narrowly tailored to serve the specific interest to be protected.
 13 *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
 14 each item or type of information, document, or thing sought to be filed or introduced
 15 under seal in connection with a dispositive motion or trial, the party seeking
 16 protection must articulate compelling reasons, supported by specific facts and legal
 17 justification, for the requested sealing order. Again, competent evidence supporting
 18 the application to file documents under seal must be provided by declaration.

19 Any document that is not confidential, privileged, or otherwise protectable in
 20 its entirety will not be filed under seal if the confidential portions can be redacted.
 21 If documents can be redacted, then a redacted version for public viewing, omitting
 22 only the confidential, privileged, or otherwise protectable portions of the document,
 23 shall be filed. Any application that seeks to file documents under seal in their
 24 entirety should include an explanation of why redaction is not feasible.

25 2. DEFINITIONS

26 2.1 Action: this pending federal lawsuit.

27 2.2 Challenging Party: a Party or Non-Party that challenges the
 28 designation of information or items under this Order.

1 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored or maintained) or tangible things that qualify for
3 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
4 the Good Cause Statement.

5 2.4 “ATTORNEYS’ EYES ONLY” Information or Items: information
6 (regardless of how it is generated, stored or maintained) or tangible things that
7 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified
8 above in Good Cause Statement and contains information that may damage the
9 competitive position of the Producing Party or Non-Party vis-à-vis any of the other
10 Parties may further be restricted by the additional designation of such Discovery
11 Material.

12 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
13 their support staff).

14 2.6 Designating Party: a Party or Non-Party that designates information or
15 items that it produces in disclosures or in responses to discovery as
16 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

17 2.7 Disclosure or Discovery Material: all items or information, regardless
18 of the medium or manner in which it is generated, stored, or maintained (including,
19 among other things, testimony, transcripts, and tangible things), that are produced or
20 generated in disclosures or responses to discovery in this matter.

21 2.8 Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as
23 an expert witness or as a consultant in this Action.

24 2.9 House Counsel: attorneys who are employees of a party to this Action.
25 House Counsel does not include Outside Counsel of Record or any other outside
26 counsel.

27 2.10 Non-Party: any natural person, partnership, corporation, association or
28 other legal entity not named as a Party to this action.

2.11 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that party, including support staff.

2.12 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.14 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.15 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

1 Once a case proceeds to trial, information that was designated as
2 CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY or
3 maintained pursuant to this protective order used or introduced as an exhibit at trial
4 becomes public and will be presumptively available to all members of the public,
5 including the press, unless compelling reasons supported by specific factual findings
6 to proceed otherwise are made to the trial judge in advance of the trial. *See*
7 *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing
8 documents produced in discovery from “compelling reasons” standard when merits-
9 related documents are part of court record). Accordingly, the terms of this
10 protective order do not extend beyond the commencement of the trial.

11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection.

13 Each Party or Non-Party that designates information or items for protection under
14 this Order must take care to limit any such designation to specific material that
15 qualifies under the appropriate standards. The Designating Party must designate for
16 protection only those parts of material, documents, items or oral or written
17 communications that qualify so that other portions of the material, documents, items
18 or communications for which protection is not warranted are not swept unjustifiably
19 within the ambit of this Order.

20 Mass, indiscriminate or routinized designations are prohibited. Designations
21 that are shown to be clearly unjustified or that have been made for an improper
22 purpose (e.g., to unnecessarily encumber the case development process or to impose
23 unnecessary expenses and burdens on other parties) may expose the Designating
24 Party to sanctions.

25 If it comes to a Designating Party’s attention that information or items that it
26 designated for protection do not qualify for protection, that Designating Party must
27 promptly notify all other Parties that it is withdrawing the inapplicable designation.
28

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
4 under this Order must be clearly so designated before the material is disclosed or
5 produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions or other pretrial or trial
9 proceedings), that the Producing Party affix at a minimum, the legend
10 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or
11 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “AEO legend”), to
12 each page that contains protected material. If only a portion of the material on a
13 page qualifies for protection, the Producing Party also must clearly identify the
14 protected portion(s) (e.g., by making appropriate markings in the margins).

15 A Party or Non-Party that makes original documents available for inspection
16 need not designate them for protection until after the inspecting Party has indicated
17 which documents it would like copied and produced. During the inspection and
18 before the designation, all of the material made available for inspection shall be
19 deemed “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting
20 Party has identified the documents it wants copied and produced, the Producing
21 Party must determine which documents, or portions thereof, qualify for protection
22 under this Order. Then, before producing the specified documents, the Producing
23 Party must affix the “CONFIDENTIAL legend” or the “AEO legend” to each page
24 that contains Protected Material. If only a portion of the material on a page qualifies
25 for protection, the Producing Party also must clearly identify the protected portion(s)
26 (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1, *et seq.*

6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

6.4 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating

1 Party has waived or withdrawn the confidentiality designation, all parties shall
2 continue to afford the material in question the level of protection to which it is
3 entitled under the Producing Party's designation until the Court rules on the
4 challenge.

5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is
7 disclosed or produced by another Party or by a Non-Party in connection with this
8 Action only for prosecuting, defending or attempting to settle this Action. Such
9 Protected Material may be disclosed only to the categories of persons and under the
10 conditions described in this Order. When the Action has been terminated, a
11 Receiving Party must comply with the provisions of section 13 below (FINAL
12 DISPOSITION).

13 Protected Material must be stored and maintained by a Receiving Party at a
14 location and in a secure manner that ensures that access is limited to the persons
15 authorized under this Order.

16 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
17 otherwise ordered by the court or permitted in writing by the Designating Party, a
18 Receiving Party may disclose any information or item designated
19 "CONFIDENTIAL" only to:

20 (a) the Receiving Party's Outside Counsel of Record in this Action, as
21 well as employees of said Outside Counsel of Record to whom it is reasonably
22 necessary to disclose the information for this Action;

23 (b) the officers, directors, and employees (including House Counsel) of
24 the Receiving Party to whom disclosure is reasonably necessary for this Action;

25 (c) Experts (as defined in this Order) of the Receiving Party to whom
26 disclosure is reasonably necessary for this Action and who have signed the
27 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

28 (d) the court and its personnel;

- 1 (e) court reporters and their staff;
- 2 (f) professional jury or trial consultants, mock jurors, and Professional
- 3 Vendors to whom disclosure is reasonably necessary for this Action and who have
- 4 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 5 (g) the author or recipient of a document containing the information or a
- 6 custodian or other person who otherwise possessed or knew the information;
- 7 (h) employees of the Designating Party;
- 8 (i) during their depositions, witnesses, and attorneys for witnesses, in the
- 9 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
- 10 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
- 11 will not be permitted to keep any confidential information unless they sign the
- 12 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
- 13 agreed by the Designating Party or ordered by the court. Pages of transcribed
- 14 deposition testimony or exhibits to depositions that reveal Protected Material may
- 15 be separately bound by the court reporter and may not be disclosed to anyone except
- 16 as permitted under this Stipulated Protective Order; and
- 17 (j) any mediator or settlement officer, and their supporting personnel,
- 18 mutually agreed upon by any of the parties engaged in settlement discussions.

19 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
 20 Information or Items. Unless otherwise ordered by the court or permitted in writing
 21 by the Designating Party, a Receiving Party may disclose any information or item
 22 designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

- 23 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
- 24 well as employees of said Outside Counsel of Record to whom it is reasonably
- 25 necessary to disclose the information for this Action;
- 26 (b) Experts (as defined in this Order) of the Receiving Party to whom
- 27 disclosure is reasonably necessary for this Action and who have signed the
- 28 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

- 1 (c) the court and its personnel;
- 2 (d) court reporters and their staff;
- 3 (e) professional jury or trial consultants, mock jurors, and Professional
- 4 Vendors to whom disclosure is reasonably necessary for this Action and who have
- 5 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 6 (f) the author or recipient of a document containing the information or a
- 7 custodian or other person who otherwise possessed or knew the information;
- 8 (g) employees of the Designating Party; and
- 9 (h) any mediator or settlement officer, and their supporting personnel,
- 10 mutually agreed upon by any of the parties engaged in settlement discussions.

11 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED

12 IN OTHER LITIGATION

13 If a Party is served with a subpoena or a court order issued in other litigation

14 that compels disclosure of any information or items designated in this Action as

15 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that

16 Party must:

- 17 (a) promptly notify in writing the Designating Party. Such notification
- 18 shall include a copy of the subpoena or court order;
- 19 (b) promptly notify in writing the party who caused the subpoena or order
- 20 to issue in the other litigation that some or all of the material covered by the
- 21 subpoena or order is subject to this Protective Order. Such notification shall include
- 22 a copy of this Stipulated Protective Order; and
- 23 (c) cooperate with respect to all reasonable procedures sought to be
- 24 pursued by the Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served with

26 the subpoena or court order shall not produce any information designated in this

27 action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES

28 ONLY” before a determination by the court from which the subpoena or order

1 issued, unless the Party has obtained the Designating Party's permission. The
2 Designating Party shall bear the burden and expense of seeking protection in that
3 court of its confidential material and nothing in these provisions should be construed
4 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
5 directive from another court.

6 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
7 PRODUCED IN THIS LITIGATION

8 (a) The terms of this Order are applicable to information produced by a
9 Non-Party in this Action and designated as "CONFIDENTIAL" or
10 "CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced
11 by Non-Parties in connection with this litigation is protected by the remedies and
12 relief provided by this Order. Nothing in these provisions should be construed as
13 prohibiting a Non-Party from seeking additional protections.

14 (b) In the event that a Party is required, by a valid discovery request, to
15 produce a Non-Party's confidential information in its possession, and the Party is
16 subject to an agreement with the Non-Party not to produce the Non-Party's
17 confidential information, then the Party shall:

18 (1) promptly notify in writing the Requesting Party and the Non-Party
19 that some or all of the information requested is subject to a confidentiality
20 agreement with a Non-Party;

21 (2) promptly provide the Non-Party with a copy of the Stipulated
22 Protective Order in this Action, the relevant discovery request(s), and a reasonably
23 specific description of the information requested; and

24 (3) make the information requested available for inspection by the
25 Non-Party, if requested.

26 (c) If the Non-Party fails to seek a protective order from this court within
27 14 days of receiving the notice and accompanying information, the Receiving Party
28 may produce the Non-Party's confidential information responsive to the discovery

1 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
2 not produce any information in its possession or control that is subject to the
3 confidentiality agreement with the Non-Party before a determination by the court.
4 Absent a court order to the contrary, the Non-Party shall bear the burden and
5 expense of seeking protection in this court of its Protected Material.

6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
8 Protected Material to any person or in any circumstance not authorized under this
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
10 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
11 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
12 persons to whom unauthorized disclosures were made of all the terms of this Order,
13 and (d) request such person or persons to execute the “Acknowledgment and
14 Agreement to Be Bound” that is attached hereto as Exhibit A.

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain
18 inadvertently produced material is subject to a claim of privilege or other protection,
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
21 procedure may be established in an e-discovery order that provides for production
22 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
23 (e), insofar as the parties reach an agreement on the effect of disclosure of a
24 communication or information covered by the attorney-client privilege or work
25 product protection, the parties may incorporate their agreement in the stipulated
26 protective order submitted to the court.

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order, no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Local Civil Rule 79-5. Protected Material
11 may only be filed under seal pursuant to a court order authorizing the sealing of the
12 specific Protected Material at issue. If a Party's request to file Protected Material
13 under seal is denied by the court, then the Receiving Party may file the information
14 in the public record unless otherwise instructed by the court.

15 13. FINAL DISPOSITION

16 After the final disposition of this Action, as defined in paragraph 4, within 60
17 days of a written request by the Designating Party, each Receiving Party must return
18 all Protected Material to the Producing Party or destroy such material. As used in
19 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
20 summaries, and any other format reproducing or capturing any of the Protected
21 Material. Whether the Protected Material is returned or destroyed, the Receiving
22 Party must submit a written certification to the Producing Party (and, if not the same
23 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
24 (by category, where appropriate) all the Protected Material that was returned or
25 destroyed and (2) affirms that the Receiving Party has not retained any copies,
26 abstracts, compilations, summaries or any other format reproducing or capturing any
27 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
28 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing

1 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
2 reports, attorney work product, and consultant and expert work product, even if such
3 materials contain Protected Material. Any such archival copies that contain or
4 constitute Protected Material remain subject to this Protective Order as set forth in
5 Section 4 (DURATION).

6 14. VIOLATION

7 Any violation of this Order may be punished by appropriate measures including,
8 without limitation, contempt proceedings and/or monetary sanctions.

9
10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11
12 DATED: April 26, 2024

13
14 /s/ Sean P. McCormick
15 Attorneys for Plaintiff

16 DATED: April 26, 2024

17
18 /s/ Stephen Z. Vegh
19 Attorneys for Defendant

20
21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

22
23 DATED: May 6, 2024

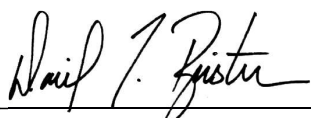
24 
25 _____
26 HON. DAVID T. BRISTOW
27 United States Magistrate Judge
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Central District of California
 on _____ [date] in the case of *The Reynolds and Reynolds*
Company v. Blue Sky Printing and Promotional, Inc., Case No. 5:22-cv-01535-JGB-
 KK. I agree to comply with and to be bound by all the terms of this Stipulated
 Protective Order, and I understand and acknowledge that failure to so comply could
 expose me to sanctions and punishment in the nature of contempt. I solemnly
 promise that I will not disclose in any manner any information or item that is subject
 to this Stipulated Protective Order to any person or entity except in strict compliance
 with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
 Central District of California for enforcing the terms of this Stipulated Protective
 Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____